



**Clear Waters, Inc. Proposal**

<b><u>CUSTOMER NAME:</u></b>	Cross Creek HOA	<b><u>ATTENTION:</u></b>	Lee Somers
<b><u>ADDRESS:</u></b>	1577 Corner Crossing DeLand, FL 32720	<b><u>TELEPHONE:</u></b>	(321) 277-7714
		<b><u>EMAIL:</u></b>	edwardsomers@gmail.com

**LAKE MANAGEMENT AGREEMENT**

This agreement between Customer, at the address given, and Clear Waters Inc. consist of this page and page II Terms and Conditions. The exhibits referred to herein and any Contract Addendums attached or agreed to in the future. No modification of this Agreement shall be valid unless agreed to by both Parties and set forth in writing in the form of a Contract Addendum. This agreement is entered into in Volusia County, Florida, which the parties agree is the place of payment and the situs jurisdiction in the event of dispute.

**SERVICE.** Clear Waters Inc. agrees to deliver, for Customer’s benefit, the services specified below, to follow good environmental and aquatic management practice, to use methods with a wide margin of safety for fish, waterfowl and human life, and to comply with applicable laws and rules. During the Term, Clear Waters Inc. will provide, for each work area, the service appropriate to work scope (defined in our proposal) and the number of annual visits specified (or a proportionate number if the term be other than 12 months). Clear Waters Inc. shall schedule all visits by month for optimum estimated effectiveness. In the case of PLP services, the number of annual visits shall be sufficient to maintain the work area to customer’s satisfaction. Any SPEC program details are set forth by Contract Addendum.

<u>WORK SCOPE</u>	<u>ANNUAL VISITS</u>	<u>WORK AREA DESCRIPTION</u>	<u>TOTAL COST</u>
STANDARD	6	LAKE #1	\$ 900.00
START UP	2 VISITS MONTH #1 AND #2 then begin 6x per year on month #3.		\$300.00

- 1. TERM AND STARTING DATE.** The Term of this Agreement shall be 12 months or as otherwise provided by Contract Addendum. The term shall be measured in whole months, beginning the first day of the month in which services are initially provided. The Starting Date shall be as soon as practicable after Clear Waters, Inc. receives acceptance of this agreement and any required governmental permits, or:
- 2. MAP.** Work area references (if any) are defined in the Exhibit identified as Map Number: TBD.
- 3. TIME LIMITATIONS.** The offer contained in this agreement shall have no further force or effect until accepted by the Customer (signed and returned to Clear Waters Inc. with the deposit). Clear Waters Inc. shall indicate its acceptance of this agreement by sending customer a contract confirmation and /or commencing work. Due to changing environmental conditions of lakes, this offer may not be valid after: 6-1-21.
- 4. TOTAL CONTRACT AMOUNT.** The total contract amount is \$ 1200.00.
- 5. PURCHASE AND PAYMENT AGREEMENT.** Customer agrees to purchase the services specified and to pay to Clear Waters Inc. the total contract amount as follows:  
START-UP CHARGE (or deposit due with acceptance) \$ 300.00.

**PROGRESS PAYMENTS.** This payment schedule is for customer’s convenience, and does not reflect seasonal variations in the cost of providing these services. \$ 150.00 every other month through the duration of this agreement.

_____	Trace Wolfe	3-1-21
Customer	Clear Waters, Inc.	Date
Date		

**Clear Waters, Inc.**

“Knowledgeable People Providing Quality Service”



## **STANDARD TERMS AND CONDITIONS**

1. Acceptance of Management Agreement.
  - a. Customer: Deliver signed Agreement and deposit as specified.
  - b. Company: Acceptance is denoted by our beginning the work or issue of work order.
2. Term of Agreement.
  - a. Agreement begins on the date of first treatment and runs for number of months specified.
3. Company Responsibilities.
  - a. Monitor water conditions in specified areas and provide algae and weed control services consistent with the scope of work and good aquatic Best Management Practices.
  - b. Supply required equipment, Licensed Personnel, and necessary products to perform the work.
  - c. Leave a wide margin of safety for fish and waterfowl.
  - d. Make at least as many visits as specified in Agreement.
  - e. Schedule visits for optimum results.
  - f. Notify customer of any water use restrictions BEFORE use of any products, which may require such restriction. In person with written instruction.
4. Insurance.
  - a. Auto Liability, General Liability, Workers Compensation, Property and Casualty. Certificate issued upon request.
5. Payments, Credit & Terms.
  - a. Monthly payments are due on the 5<sup>th</sup> of month. Any payments received after the 5<sup>th</sup> of the following month are considered late. As of the 5<sup>th</sup> day of the following month all past due accounts will receive finance charges.
  - b. A periodic rate of **1.5%** per month which is an ANNUAL PERCENTAGE RATE OF **18%** or the maximum rate allowed by law, whichever is less.
  - c. Acceptance of any partial payment or payment marked "Paid in full " does not restrict or limit our right to collect all amounts owed under the agreement.
6. Renewal.
  - a. The Agreement automatically renews on its anniversary date. Every 12 months.  
Unless: a) Customer notifies us of non-renewal no less than 30 days prior to anniversary date. (Last day of 12th month) or b) We submit a price change or request a change order on the job which both parties can't come to agreement on. Renewed Agreements shall be viewed as identical to the original. Price changes may be proposed any time after the first anniversary date. There will be a minimum 30-day advance notice of price change. This Agreement may be canceled by either party with thirty (30) days written notice.
7. Customer Satisfaction, Warranty.
  - a. Customer satisfaction is our first priority. We will do our best to fulfill the customers' expectations and minimize adverse environmental conditions. We will maintain the quality of the work consistent with the job description. We will make ourselves available for consultation as necessary. We can't make any guarantee of treatment results or time required to achieve a certain result due to all the external natural and environmental conditions, which can affect the work.
8. Customer's Responsibilities
  - a. Designate contact person for onsite check-in. Provide access to the work area for boat launches or buggy travel. Identify all pumping, irrigation and outfalls which will affect our work. Notify us of any water use changes which may affect our work. To pay all payments when due as billed. To pay any liquidated damages in event of your default of this Agreement. Agree to indemnify us from any damages resulting from our service except those deemed due to our sole negligence.

